



Phillip Arnold Auctions

"Passionate about property since 1979"

Auction Catalogue

Lots offered on behalf of Executors,
Beneficiaries and Private
Individuals



REMOTE BIDDING ONLY

on **Thursday 23rd October 2025** at 12 noon

Phillip Arnold Auctions

Tel: 020 8799 3880

www.philliparnoldauctions.co.uk

Auctioneer: Phillip Arnold FRICS, CEM CREA, FNAEA, FNAVA, Past President of NAVA





Phillip Arnold FRICS CEM CREM FNAEA
FNAVA Past President of NAVA
Auctioneer & Managing Partner
phillip@philliparnoldauctions.co.uk



Julie Gooding ANAVA
Director of Operations
julie@philliparnoldauctions.co.uk

Welcome to Phillip Arnold Auctions fifth auction of 2025. Our auctions will continue to be REMOTE BIDDING ONLY and will be live-streamed on our website on the day with a start time as usual at 12 noon.

It is hard to believe we are already in Autumn with just one more auction until the end of the year. Our October catalogue has some interesting prime auction lots on behalf of Executors and Beneficiaries, all requiring complete updating and refurbishment throughout that will no doubt attract attention from BBC's Homes under the Hammer if you are the successful bidder!

We are also re-offering a couple of lots from our September auction that proved to be popular, in the hope that this time the full legal packs will be ready.

In order to take part in our auctions you will need to download, complete and sign our Remote Bidding Form that can be found all over our website and next to all of the property details. Details on how to take part can be found on our website under the tab AUCTION INFORMATION but, as always, do not hesitate to call or e-mail us if you need any assistance.

Good luck with your bidding whether on the phone, by proxy or by internet.

IMPORTANT NOTES

This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at www.philliparnoldauctions.co.uk and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information. The lots offered will contain guide prices and it is important that buyers are aware of the difference that there may be between a guide price and a reserve price.

Guide Price: This is an indication of the seller's current minimum acceptable price at auction. The guide price is given to assist prospective buyers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted

by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

Reserve Price: The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

Additional fees: Please note that the following additional fees will apply to the purchase of your property:

1. Buyer's Premium of £600 inclusive of VAT
2. Other fees as listed within the Special Conditions of Sale that form part of the legal pack which is made available to you prior to auction. You will be expected to sign this document as well as the Sales Memorandum at the time of purchase.
3. Stamp Duty – rates easily available on-line
4. Your solicitor fees and any survey fees
5. Insurance – it is your responsibility from the **date of exchange** to insure the property purchased.

Money laundering regulations

In order to confirm with the Money Laundering Regulations, all prospective purchasers must be able to verify their identity. The following schedule of documents must be provided to the Auctioneers prior to the auction sale. Each purchaser must provide a CERTIFIED copy of one original document from the following lists:

LIST A

- Current signed passport
- Current UK photocard driving licence
- Current full UK driving licence (old version)
- Firearms certificate

LIST B

- Utility bill issued within the last three months (mobile phone bill not acceptable)
- Local authority tax bill (valid for the current year)
- Bank or building society statement (must contain current address)
- The most recent original mortgage statement
- Confirmation from the electoral roll

If you are acting as AGENT, on behalf of another party, the auctioneers will require true certified copies of the buyer's identification and identification of yourself as listed above, together with a letter of authority from the principal buyer authorising you to bid on their behalf.

If you are bidding on behalf of a company, the above documentation will be required along with a letter of authority from the said company to purchase on their behalf.

Proxy, telephone and internet bidding

The Auctioneers will accept bids by proxy, telephone or internet. In all cases buyers will be required to fill out the relevant bidding form prior to the auction day.

Once we have received your signed remote bidding form and 2 forms of CERTIFIED ID, you will then be sent details of our client account for payment of the initial deposit and buyer's fee totalling £2,600 per property. Without this initial deposit you will not be able to bid on the day even if you have completed a form and sent in your certified ID.

If you are unsuccessful on the day the full amount will be refunded as soon as possible after the date of auction. If you are successful you have signed the bidding form to agree that you will top up the deposit to the full 10% of the final sale price by close of business on the day of auction.

Remote bidding forms that include the terms and conditions can be downloaded from our website www.philliparnoldauctions.co.uk

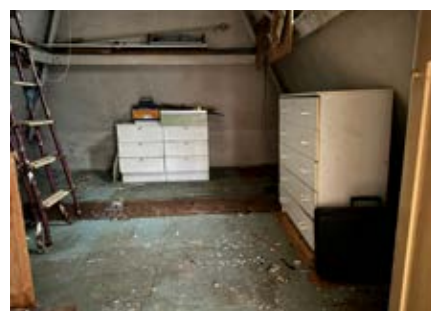
Notice to prospective buyers

1. The Auctioneers will generally offer the lots in the order as shown in the catalogue, although they reserve the right to amend the order of sale.
2. The addendum is an important part of the auction sale and provides details of amendments to the catalogue and Conditions of Sale. Prospective buyers should ensure that they listen to the pre-auction announcements for any addendums as this will form part of the sales contract. Prospective buyers should ensure that they have a copy of the catalogue and listen to the pre-auction announcements prior to bidding and are deemed to have carried this out whether they have done so or not.
3. Phillip Arnold Auctions will always endeavour to inform prospective purchasers of variations to the catalogue, when such changes are brought to their attention. The Auctioneers nor their clients can be held responsible for any losses, damages or abortive costs incurred in respect of lots that are withdrawn or sold prior to auction.
4. Prospective buyers bid on the basis that they have checked the General Conditions of Sale, that are detailed at the back of the catalogue, and the Special Conditions of Sale relating to each individual lot. If there is a conflict between them, the Special Conditions of Sale shall prevail. Details are contained within the legal packs for each lot that are available for download free of charge from the website.
5. Prospective buyers bid on the basis that they are deemed to have inspected all lots, have made all necessary enquiries and have checked the legal documentation. Buyers are deemed to be satisfied that they fully understand their content. The Auctioneers strongly suggest that buyers take legal and professional advice prior to bidding on any lot. The Auctioneers will make every possible endeavour to provide access to all lots prior to the sale although this cannot be guaranteed. The Auctioneers will attempt to answer any queries prior to the auction day. The Auctioneer will not be able to answer any questions whilst the auction is proceeding.
6. Guide price*: this is an indication of the Seller's current minimum acceptable price at auction. The guide price is given to assist prospective buyers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the Seller and the Auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the Seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This Guide Price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A Guide Price is different to a Reserve Price (see separate definition). Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.
7. *Reserve Price*: The Seller's minimum acceptable price at auction and the figure below which the Auctioneer cannot sell. The Reserve Price is not disclosed and remains confidential between the Seller and the Auctioneer. Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.
8. On the day of sale it is the bidder's duty to attract the Auctioneer's attention and prospective buyers are therefore advised to bid clearly without delay. Bids may be refused at the Auctioneers discretion and the Auctioneers reserve the right to bid on behalf of the vendor up to the reserve. At the fall of the hammer the successful bidder will be under a binding contract to purchase the property in accordance with the general and special conditions of sale, together with addendum and contents of this notice. The buyer will have already supplied their name and address, solicitors details, identification and deposit and have given permission via the Remote Bidding Form for the Auctioneers to sign the Sales Memorandum on their behalf. If for any reason the buyer fails to submit their deposit on the day then the Auctioneer is legally entitled to offer the lot to the under bidder and claim any resultant loss against the original buyer. Completion of the sale and payment of the balance of the purchase money is 28 days after the exchange of contracts unless the conditions of sale provide otherwise.
9. A deposit amount of 10% of the selling price (plus VAT where applicable) is required for each lot subject to a minimum of £3,000 unless otherwise stated by the Auctioneer. Payment is made by bank transfer using the client account details supplied at the time of registration. Please note we will not accept cash under any circumstances.
10. A successful purchaser will also be required to pay a Buyer's Administration charge of £600 inclusive of VAT, paid in advance when registering.
11. Unless otherwise stated all property is sold subject to a reserve price whether declared or not.
12. Please note that purchasers will not be entitled to keys or access to vacant properties until completion of the sale. If access is required it may be arranged through the relevant Auctioneers with the express permission of the vendor. The buyer will be responsible for insuring the lot that they purchase from exchange of contracts unless the Special Conditions of Sale state otherwise.
13. No representation or warranty is made in respect of the structure of any properties or in relation to their state of repair. The Auctioneers advise that all prospective buyers should arrange for a survey of the particular lot by a professionally qualified person.
14. Unless otherwise provided in the Special Conditions of Sale, all lots are sold exclusive of VAT.
15. If bidding by telephone or internet, the Auctioneers accept no liability for poor signal or connection, or being unable to reach the prospective buyer at the time required.

Top Floor Flat, 24 Somers Road, Reigate, Surrey RH2 9DZ

Guide Price £195,000*

**SPACIOUS TOP FLOOR TWO BEDROOM CONVERSION FLAT
IN NEED OF COMPLETE UPDATING THROUGHOUT**



The dwelling is situated in a very popular road within close proximity and walking distance of the local town centre with shopping facilities and in particular the main line station that connects into London. Good road links are easily accessible including the M25 London Orbital Motorway that is within two miles. This provides excellent access to both London Airports at Heathrow or Gatwick. The area is well served by local schools, bus routes, recreational facilities and open spaces. Further facilities and rail services are available within two miles at Redhill. The property is a top floor spacious two bedroom conversion flat within a period dwelling. There is residents parking to the front and communal gardens to the rear although they could benefit from attention. The flat does have gas central heating but otherwise is in need of complete updating and modernisation throughout. There is scope to reconfigure the layout subject to obtaining any necessary consents that may be required. The flat has a very spacious eaves space also. This dwelling is sold with the benefit of vacant possession.

ACCOMMODATION

Hallway, Bathroom Leading to Large Eaves Storage, Separate WC, Kitchen, Bedroom One, Bedroom Two, Reception Room.

TENURE

Leasehold approximately 60 years Unexpired.

LOCAL AUTHORITY & TAX RATING

Reigate and Banstead Council Tax Band: C
EPC pending

VIEWING TIMES

Saturday 11th October @ 11.30 - 12 noon
Wednesday 15th October @ 11.30 - 12 noon
Saturday 18th October @ 11.30 - 12 noon
OPEN SESSIONS - NO NEED TO BOOK IN



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

13 Northborough Road, Norbury, London SW16 4BD

Guide Price £350,000*

MID TERRACED THREE BEDROOM HOUSE IN NEED OF COMPLETE REFURBISHMENT



The property is situated in a popular location within walking distance of Norbury Station and within close proximity of Streatham with its main line rail services and shopping facilities. Good road links are easily accessible including the A405 South Circular Road and the area is well served by bus routes, schools and recreational facilities. The property is a spacious mid terraced house comprising of three bedrooms and two reception rooms as well as kitchen and bathroom. There is an enclosed garden to the rear. There may be scope for further extension, subject to obtaining any necessary consent that may be required. The property is in need of complete updating and modernisation throughout and is sold with the benefit of full vacant possession.

ACCOMMODATION

Entrance Hall, Reception Room, Kitchen, Dining Room, First Floor Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Gardens.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Croydon Council Tax Band D

EPC Band G

VIEWING TIMES

Wednesday 8th October @ 11.30 – 12 noon
Saturday 11th October @ 11.30 – 12 noon
Thursday 16th October @ 11.30 – 12 noon
OPEN SESSION - NO NEED TO CALL TO BOOK IN
PLEASE NOTE THE FLOOR IN THE RECEPTION ROOM IS IN A POOR STATE OF REPAIR AND ALL PARTIES INSPECTING SHOULD TAKE ADDITIONAL CARE. CHILDREN WILL NOT BE PERMITTED TO ENTER THE PROPERTY ON INSPECTIONS.



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

4 Whieldon Close, Old Amersham, Bucks HP7 0HY

Guide Price £250,000

VACANT TWO BEDROOM GROUND FLOOR FLAT WITH GARDEN, IDEAL FOR INVESTMENT



The property is located just off Whieldon Street within the heart of Amersham Old Town. The new part of town is within one mile with Metropolitan Line services into London. Further rail services are available within three miles at Chesham Station and Chalfont and Latimer Station. The area is well served by bus routes, schools and recreational facilities. Good road links are easily accessible including the M25 London Orbital Motorway that provides excellent access to the airports and other major routes. The property is a spacious two bedroom ground floor maisonette that benefits from its own entrance and an enclosed well-kept garden. The dwelling also benefits from gas fired central heating and double glazing. This lot is sold with the benefit of vacant possession and will be of interest to investment buyers and owner occupiers.

ACCOMMODATION

Porch, Reception Room, Kitchen, Bedroom One, Bedroom Two, Bathroom, Garden.

TENURE

Leasehold 125 years from and including 28 September 2012. Thus approximately 112 years unexpired.

LOCAL AUTHORITY & TAX RATING

Buckinghamshire Council Tax Band C

EPC Band C

VIEWING TIMES

By appointment through the Auctioneers



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

Site Rear Of 75a Berkeley Avenue, Elton Avenue, Greenford UB6 0NZ

Guide Price £95,000*

FREEHOLD PLOT OF LAND WITH DETACHED GARAGE



This freehold site situated on Elton Avenue close to the junction of Berkeley Avenue is within easy reach of Horsenden Hill and Sudbury Hill with its local shops and Piccadilly line Station. There is easy access into Greenford, Perivale and Ealing. Good road links are easily accessible including the A40 Western Avenue, that connects to Central London, the M40 and the M25 London Orbital Motorway. The site currently consists of a detached garage and is sold with vacant possession. Any intending purchaser should make their own enquiries in regard to potential uses.

ACCOMMODATION

Freehold site area approximately 85.7sm (0.02 acres) Current Garage approximately 41.5 sm

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing

VIEWING TIMES

The site can be viewed from the road at any time. Please be courteous to neighbours.



STARTING BID	FINAL BID	NOTES	☐ SOLD	☐ UNSOLD	☐ SOLD PRIOR	☐ WITHDRAWN
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38 Copperhurst Walk, Cliftonville, Margate CT9 3JE

Guide Price £200,000*

**TWO BEDROOM TERRACED HOUSE WITH GARAGE
IN NEED OF SOME UPDATING**



The property is situated in the popular Palm Bay location within a short walk of local shops and the coastline with attractive cliff top walks. Broadstairs Station is within two miles and Margate with its main line station and facilities is within three miles. The property is within easy reach of the coastal ports, the nearest being Ramsgate. Good road links are easily accessible including the M2 Motorway that provides access towards London. The property is a two bedroom mid terrace house with good sized accommodation. We understand that the dwelling has gas fired central heating and double glazing. The house has a garage in a separate block. The property is sold with vacant possession and will be of interest to investment buyers and owner occupiers. This lot has not been inspected by the Auctioneers. **PLEASE NOTE THAT THIS LOT IS NOT OPEN TO PRE-AUCTION OFFERS AND WILL NOT BE SOLD PRIOR TO AUCTION UNDER ANY CIRCUMSTANCES. ANY INTENDING PURCHASER MUST REGISTER TO BID IN ORDER TO PURCHASE. WE REMIND ALL PARTIES THAT BIDDING REGISTRATION CLOSSES AT 3pm THE DAY BEFORE THE AUCTION.**

ACCOMMODATION

Understood to have Open Plan Lounge, Cloakroom/Shower, Kitchen, Landing, Bedroom One, Bedroom Two, Bathroom, Garden, Garage in Block.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Thanet District Council Tax Band B
EPC Band C

VIEWING TIMES

By appointment through the Auctioneers



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

The Retreat, Trout Road, Yiewsley UB7 7RR

Guide Price £395,000*

DETACHED DWELLING IN NEED OF REFURBISHMENT, SET ON SPACIOUS PLOT



This older style detached dwelling is situated within a short walk of West Drayton with its main line station serving the Elizabeth line and local shops. Yiewsley High Street is also within similar distance. The main centre of Uxbridge with its major shopping precincts, underground station and bus terminal is approximately three miles to the north. The area is well served by excellent road links including the A40, M40, A4, M4 and M25 London orbital Motorway. There is easy access into Heathrow London Airport. The property is a dilapidated two bedroom detached house on an irregular shaped site of approximately 0.08 acres, currently providing ample off-street parking but also offering scope for potential development subject to obtaining any necessary consent that may be required. Any intending purchaser should make their own enquiries in this regard. The dwelling is sold with the benefit of vacant possession and will be of interest to owner occupiers' developers and investment buyers.

ACCOMMODATION

Hall, Two Receptions, Kitchen, WC, Landing, Two Bedrooms, Bathroom, South Facing Gardens.

TENURE

Freehold.

LOCAL AUTHORITY & TAX RATING

London Borough of Hillingdon Council Tax Band D
EPC Band D

VIEWING TIMES

By appointment Through the Auctioneers



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

15 Ellora Road, Streatham, London SW6 6JG

Guide Price £395,000*

MID TERRACE HOUSE IN NEED OF COMPLETE MODERNISATION THROUGHOUT



This mid terrace house is situated in a popular tree-lined road within a short walk of Streatham with its shopping facilities and main line station. Further rail services are available at nearby Streatham Hill, Streatham Common and Norbury stations. The area is well served by numerous bus routes and local schools. Good road links are easily accessible including the A405 South Circular Road. The dwelling offers three bedroom accommodation with two reception rooms and is in need of complete updating and modernisation throughout. There are also clear signs of structural issues within this house. The property is sold with the benefit of vacant possession and will be of interest to investment buyers and developers.

ACCOMMODATION

Entrance Hall, Small Cellar, Front Reception, Rear Reception, Breakfast Room, Kitchen, First Floor Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Gardens

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Lambeth Council Tax Band: E
EPC pending

VIEWING TIMES

By appointment through the Auctioneers



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

55 Sandpiper Way, Weymouth, Dorset DT4 9DP

Guide Price £80,000*

ONE BEDROOM STARTER HOME IN NEED OF UPDATING THROUGHOUT



The house is within a cul de sac on an estate close to the A354 Portland Road close to the coastline with its scenic walking routes. The main town of Weymouth with its main line station is within two miles. Further rail services can be found within four miles at Upwey. The area is well served by bus routes, schools and recreational facilities. The property is a one bedroom cluster home with lounge, kitchen and shower room. The property benefits from gas fired central heating and double glazing although it is in need of updating and modernisation throughout. The property is sold with the benefit of vacant possession and will be of interest to investment buyers and owner occupiers. **PLEASE NOTE THAT THIS LOT IS NOT OPEN TO PRE-AUCTION OFFERS AND WILL NOT BE SOLD PRIOR TO AUCTION UNDER ANY CIRCUMSTANCES. ANY INTENDING PURCHASER MUST REGISTER TO BID IN ORDER TO PURCHASE. WE REMIND ALL PARTIES THAT BIDDING REGISTRATION CLOSSES AT 3pm THE DAY BEFORE THE AUCTION.**



ACCOMMODATION

Living Room, Kitchen, First Floor Landing, Shower Room, Bedroom.

TENURE

Freehold

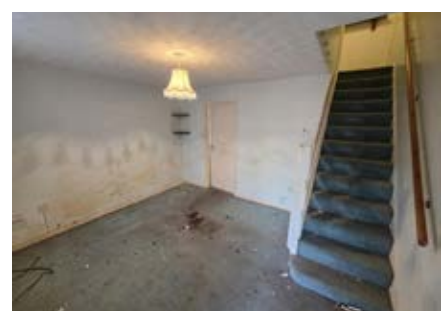
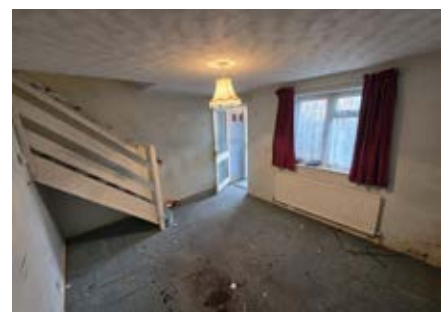
LOCAL AUTHORITY & TAX RATING

Dorset Council Tax Band A

EPC rating: C

VIEWING TIMES

By appointment through the Auctioneers.



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

Auction Dates 2025–26

Auction Dates

Thursday 4th December 2025
Thursday 19th February 2026
Thursday 16th April 2026
Thursday 18th June 2026
Thursday 17th September 2026
Thursday 29th October 2026
Thursday 3rd December 2026

Closing Dates for Entries

Wednesday 12th November
Tuesday 20th January
Wednesday 18th March
Tuesday 20th May
Thursday 20th August
Wednesday 30th September
Tuesday 10th November

Venue

Remote Bidding



Phillip Arnold
Auctions
"Passionate about property since 1979"

Phillip Arnold Auctions

Saunders House, 52–53 The Mall, Ealing W5 3TA

Tel: 020 8799 3880 info@philliparnoldauctions.co.uk www.philliparnoldauctions.co.uk

Remote Bidding Form

for proxy, telephone or internet bidding



Phillip Arnold
Auctions
"Passionate about property since 1979"

Please complete in BLOCK CAPITALS

Your bid

Please select your method of bidding:

Proxy ☐ Telephone ☐ Internet ☐

Date of auction: _____ Lot number: _____

Lot address: _____

Maximum bid price

(for proxy bids only)

£ _____

In words _____

Bidder contact details

Full name _____

Address _____

Postcode _____

Email _____

Tel number 1: _____

Tel number 2: _____

(for telephone bids please indicate the best number to use on the day of auction)

Registration commitment

- I will send via e-mail or by post, my CERTIFIED ID along with a SIGNED copy of this Remote Bidding Form. (For clarification on CERTIFIED ID please go to the Remote Bidding section on our website www.philliparnoldauctions.co.uk)
- I will provide the initial deposit and buyer's fee totalling £2,600 to Phillip Arnold Auctions' client account. (The account details will be sent via e-mail once the form and CERTIFIED ID have been checked through).
- I will ensure that the appropriate documentation and initial deposit is received before 3pm on the day before the auction. (We cannot guarantee that any bid arriving after that time will be processed in time for the auction).
- If my bid is successful I will top up the initial deposit to the full 10% of the final sale price by close of business on the day of the auction. (If you are unsuccessful then the initial deposit and buyer's fee will be returned to you within 48 hours depending on volume of registrations).

Declaration

I instruct and authorise Phillip Arnold Auctions to bid on my behalf in accordance with the terms and conditions.

I understand that should my bid be successful, the offer will be binding upon me and that I will be legally bound by the applicable Conditions of Sale and any addendums applicable to the property and by the terms of the Notices to Prospective Buyers.

Phillip Arnold Auctions will bid on my behalf if required, taking my instructions in this respect on the telephone or via the internet when the relevant lot is being sold at auction.

I authorise you to record such bidding and instructions in order to avoid any doubts and disputes.

Details for the Sales Memorandum

This section MUST be completed

Full name, address, telephone number and e-mail of the buyer.

This is the person, firm or company who is intended to be the owner of the property and is the name that will appear on the Sales Memorandum.

Once the hammer falls these details cannot be changed.

Any adjustments post exchange will need to be dealt with via the solicitors and may incur a charge.

Full name _____

Address _____

Postcode _____

Tel _____

Email _____

Buyer's solicitor details

Contact _____

Name of firm _____

Address _____

Postcode _____

Tel _____

Email _____

Signature of prospective buyer or person signing on buyer's behalf: _____

Name: _____

Date of signing: _____

Full name and address of signatory if different from buyer's details above:

Name: _____

Address _____

Postcode _____

Please return

via email to info@philliparnoldauctions.co.uk or by post to

Phillip Arnold Auctions, Saunders House, 52-53 The Mall, Ealing W5 3TA

To be received 48 hours prior to the auction.

For further information please contact **020 8799 3880** or email info@philliparnoldauctions.co.uk

To be completed by Phillip Arnold Auctions in the event that this bidder is successful:

Sale price £ _____

Common Auction Conditions

Common Auction Conditions (4th Edition 2018 – reproduced with the consent of the RICS).

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

Introduction

The Common Auction Conditions are designed for real estate auctions, to set a consistent practice across the industry. There are three sections, all of which must be included without variation, except where stated:

Glossary

The glossary gives special meanings to certain words used in the conditions.

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply wherever the property is located, and cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions and any extra auction conduct conditions.

Sale Conditions

The Sale Conditions apply only to property in England and Wales, and govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum. They must not be used if other standard conditions apply.

Glossary

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common Auction Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
- where the following words appear in small capitals they have the specified meanings.

ACTUAL COMPLETION DATE

The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.

ADDENDUM

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

Agreed COMPLETION Date

Subject to CONDITION G9.3:

- the date specified in the SPECIAL CONDITIONS; or
- if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE;

but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

Approved Financial Institution

Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

ARREARS

ARREARS of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

ARREARS Schedule

The ARREARS schedule (if any) forming part of the SPECIAL CONDITIONS.

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra AUCTION CONDUCT CONDITIONS.

AUCTIONEERS

The AUCTIONEERS at the AUCTION.

BUSINESS DAY

Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

BUYER

The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the BUYER their obligations can be enforced against them jointly or against each of them separately.

Catalogue

The catalogue for the AUCTION as it exists at the date of the AUCTION (or, if the catalogue is then different, the date of the CONTRACT) including any ADDENDUM and whether printed or made available electronically.

COMPLETION

Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the CONTRACT).

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

The CONTRACT by which the SELLER agrees to sell and the BUYER agrees to buy the LOT.

CONTRACT DATE

The date of the AUCTION or, if the LOT is sold before or after the AUCTION:

- the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or
- if CONTRACTS are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

DOCUMENTS

DOCUMENTS of title including, if title is registered, the entries on the register and the title plan and other DOCUMENTS listed or referred to in the SPECIAL CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30.

Financial Charge

A charge to secure a loan or other financial indebtedness (but not including a rentcharge or local land charge).

General Conditions

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

INTEREST RATE

If not specified in the SPECIAL CONDITIONS, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher.

LOT

Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including chattels, if any).

Old ARREARS

ARREARS due under any of the TENANCIES that are not "new TENANCIES" as defined by the Landlord and Tenant (Covenants) Act 1995.

PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

PRACTITIONER

An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role).

PRICE

The PRICE (exclusive of VAT) that the BUYER agrees to pay for the LOT.

Ready To Complete

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all FINANCIAL CHARGES secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SALE MEMORANDUM

The form so headed (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are recorded.

SELLER

The person selling the LOT. If two or more are jointly the SELLER their obligations can be enforced against them jointly or against each of them separately.

SPECIAL CONDITIONS

Those of the SALE CONDITIONS so headed that relate to the LOT.

TENANCIES

TENANCIES, leases, licences to occupy and agreements for lease and any DOCUMENTS varying or supplemental to them.

TENANCY SCHEDULE

The schedule of TENANCIES (if any) forming part of the SPECIAL CONDITIONS.

TRANSFER

TRANSFER includes a conveyance or assignment (and "to TRANSFER" includes "to convey" or "to assign").

TUPE

The TRANSFER of Undertakings (Protection of Employment) Regulations 2006.

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (and US and OUR)

The AUCTIONEERS.

YOU (and YOUR)

Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

Auction Conduct Conditions

Words in small capitals have the special meanings defined in the Glossary.

The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common Auction Conditions. They cannot be disappplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common Auction Conditions in their entirety.

A1 Introduction

- The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.
- If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

A2 OUR role

- As agents for each SELLER we have authority to (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER; (b) offer each LOT for sale; (c) sell each LOT; (d) receive and hold deposits; (e) sign each SALE MEMORANDUM; and (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.
- OUR decision on the conduct of the AUCTION is final.
- WE may cancel the AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.
- YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.
- WE may refuse to admit one or more persons to the AUCTION without having to explain why.
- YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

A3 Bidding and reserve PRICES

- All bids are to be made in pounds sterling exclusive of VAT.
- WE may refuse to accept a bid. WE do not have to explain why.
- If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.
- Unless stated otherwise each LOT is subject to a reserve PRICE (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve PRICE the LOT will be withdrawn from the AUCTION.
- Where there is a reserve PRICE the SELLER may bid (or ask US or another agent to bid on the SELLER's behalf) up to the reserve PRICE but may not make a bid equal to or exceeding the reserve PRICE. YOU accept that it is possible that all bids up to the reserve PRICE are bids made by or on behalf of the SELLER.

A4 The PARTICULARS and other information

- WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The

	PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.				
A4.2	If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.				
A4.3	The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions.				
A4.4	If WE provide information, or a copy of a DOCUMENT, WE do so only on the basis that WE are not responsible for the accuracy of that information or DOCUMENT.				
A5	The CONTRACT				
A5.1	A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the successful bid for a LOT.				
A5.2	YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).				
A5.3	YOU must before leaving the AUCTION				
	(a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);				
	(b) sign the completed SALE MEMORANDUM; and				
	(c) pay the deposit.				
A5.4	If YOU do not WE may either				
	(a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or				
	(b) sign the SALE MEMORANDUM on YOUR behalf.				
A5.5	The deposit				
	(a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment);				
	(b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations;				
	(c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and				
	(d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.				
A5.6	WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.				
A5.7	Where WE hold the deposit as stakeholder WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.				
A5.8	If the BUYER does not comply with its obligations under the CONTRACT then				
	(a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and				
	(b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.				
A5.9	Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.				
A6	Extra Auction Condition				
A6.1	Despite any SPECIAL CONDITION to the contrary the minimum deposit WE accept is £2,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.				
General Conditions of Sale					
Words in small capitals have the special meanings defined in the Glossary.					
The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended, but are not compulsory and may be changed by the SELLER of a LOT.					
G1	The LOT				
G1.1	The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.				
G1.2	The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.				
G1.3	The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.				
G1.4	The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:				
	(a) matters registered or capable of registration as local land charges;				
	(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;				
	(c) notices, orders, demands, proposals and requirements of any competent authority;				
	(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;				
	(e) rights, easements, quasi-easements, and wayleaves;				
	(f) outgoing and other liabilities;				
	(g) any interest which overrides, under the Land Registration Act 2002;				
	(h) matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and				
	(i) anything the SELLER does not and could not reasonably know about.				
G1.5	Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.				
G1.6	The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.				
G1.7	The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:				
	(a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and				
	(b) the SELLER is to leave them at the LOT.				
G1.8	The BUYER buys with full knowledge of				
	(a) the DOCUMENTS, whether or not the BUYER has read them; and				
	(b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.				
G1.9	The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.				
G2	Deposit				
G2.1	The amount of the deposit is the greater of:				
	(a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and				
	(b) 10% of the PRICE (exclusive of any VAT on the PRICE).				
G2.2	If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.				
G2.3	Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.				
G3	Between CONTRACT and COMPLETION				
G3.1	From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless				
	(a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or				
	(b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.				
G3.2	If the SELLER is required to insure the LOT then the SELLER				
	(a) must produce to the BUYER on request all relevant insurance details;				
	(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;				
	(c) gives no warranty as to the adequacy of the insurance;				
	(d) must at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting purchaser;				
	(e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and				
	(f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim; and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).				
G3.3	No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.				
G3.4	Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.				
G3.5	Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.				
G4	Title and identity				
G4.1	Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or				
	objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.				
G4.2	The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:				
	(a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.				
	(b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.				
	(c) If title is in the course of registration, title is to consist of:				
	(i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;				
	(ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and				
	(iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.				
	(d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.				
G4.3	Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):				
	(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and				
	(b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.				
G4.4	The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.				
G4.5	The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.				
G4.6	The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.				
G5	TRANSFER				
G5.1	Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS				
	(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and				
	(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.				
G5.2	If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.				
G5.3	The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.				
G5.4	Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER				
	(a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;				
	(b) the form of new lease is that described by the SPECIAL CONDITIONS; and				
	(c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.				
G6	COMPLETION				
G6.1	COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.				
G6.2	The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest,				

	but no other amounts unless specified in the SPECIAL CONDITIONS.		on the date from which interest becomes payable by the BUYER;		(c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.
G6.3	Payment is to be made in pounds sterling and only by (a) direct TRANSFER from the BUYER's conveyancer to the SELLER'S conveyancer; and (b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.		in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.		
G6.4	Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.	G10.4	Apportionments are to be calculated on the basis that: (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.	G13	Rent deposits
G6.5	If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.	G10.5	If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.	G13.1	Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.
G6.6	Where applicable the CONTRACT remains in force following COMPLETION.			G13.2	The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.
G7	Notice to complete			G13.3	If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER's lawful instructions.
G7.1	The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.	G11	ARREARS	G13.4	Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:
G7.2	The person giving the notice must be READY TO COMPLETE.	<i>Part 1 – Current rent</i>			(a) observe and perform the SELLER's covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
G7.3	If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:	G11.1	"Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.		(b) give notice of assignment to the tenant; and
	(a) terminate the CONTRACT;	G11.2	If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.		(c) give such direct covenant to the tenant as may be required by the rent deposit deed.
	(b) claim the deposit and any interest on it if held by a stakeholder;	G11.3	Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.	G14	VAT
	(c) forfeit the deposit and any interest on it;	<i>Part 2 – BUYER to pay for ARREARS</i>		G14.1	Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
	(d) resell the LOT; and	G11.4	Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.	G14.2	Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.
	(e) claim damages from the BUYER.	G11.5	The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.	G15	TRANSFER as a going concern
G7.4	If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:	G11.6	If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.	G15.1	Where the SPECIAL CONDITIONS so state:
	(a) terminate the CONTRACT; and	<i>Part 3 – BUYER not to pay for ARREARS</i>			(a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and
	(b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.	G11.7	Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS	G15.2	The SELLER confirms that the SELLER:
G8	If the CONTRACT is brought to an end		(a) so state; or		(a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
	If the CONTRACT is lawfully brought to an end:	G11.8	While any ARREARS due to the SELLER remain unpaid the BUYER must:		(b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.
	(a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and		(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;	G15.3	The BUYER confirms that
	(b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.		(b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);		(a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
G9	Landlord's licence		(c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;		(b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
G9.1	Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.		(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER's order;		(c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
G9.2	The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.		(e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and		(d) it is not buying the LOT as a nominee for another person.
G9.3	The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").		(f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.	G15.4	The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence
G9.4	The SELLER must				(a) of the BUYER'S VAT registration;
	(a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and	G12	Management		(b) that the BUYER has made a VAT OPTION; and
	(b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).	G12.1	This CONDITION G12 applies where the LOT is sold subject to TENANCIES.		(c) that the VAT OPTION has been notified in writing to HM Revenue and Customs;
G9.5	The BUYER must promptly	G12.2	The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.		and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.
	(a) provide references and other relevant information; and	G12.3	The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and:	G15.5	The BUYER confirms that after COMPLETION the BUYER intends to
	(b) comply with the landlord's lawful requirements.		(a) the SELLER must comply with the BUYER's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;		(a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
G9.6	If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.		(b) if the SELLER gives the BUYER notice of the SELLER's intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and		(b) collect the rents payable under the TENANCIES and charge VAT on them.
G10	Interest and apportionments			G15.6	If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
G10.1	If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.				(a) the SELLER's conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
G10.2	Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.				(b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
G10.3	Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:				(c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.
	(a) the BUYER is liable to pay interest; and			G16	Capital allowances
	(b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment			G16.1	This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
				G16.2	The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER's claim for capital allowances.
				G16.3	The value to be attributed to those items on which

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